

Where Quality Is A Lifestyle

September 26, 2007

PROPOSAL #P638

Gentlemen:

You are requested to submit a proposal for Culvert Repair as per the specifications, requirements and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications or requirements shall be clearly explained in your proposal.

All questions and inquires concerning this request for proposals or the specifications shall be addressed to Tim Jones, Director of Purchasing, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The phone number is (770) 460-5730 extension 5420. Any deviations from this procedure for questions or information pertaining to request for proposals may result in your proposal being rejected.

Your proposal should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST
SUITE 101
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P638
REFERENCE: CULVERT REPAIR

Proposals will be received at the above address until 3:00 p.m. Thursday, October 11, 2007 in the **Purchasing Department, Suite 101.** Proposals will be opened at approximately 3:00 p.m., October 11, 2007 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed proposals will not be considered.

If this request for proposals is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposals to continue to check the Fayette County web site for any addenda that might come out for this request for proposals and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposals to a company or individual, we will keep a record of who we mailed that request for proposals to, and all addenda for that request for proposals will also be mailed to those companies or individuals.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in proposals received.

Sincerely,

Tim Jones, CPPO Director of Purchasing

TJ/tcb

GENERAL TERMS AND CONDITIONS

1. Preparation of Offers

- 1A. Offeror shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the offeror's risk.
- 1B. Each offeror shall furnish all information required. Erasures or other changes must be initiated by the person signing the offer. Offers must be signed by an authorized agent of the company.
- 2. The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful offeror." The term "County" shall mean Fayette County.

3. Submission of Offers

- 3A. Offers and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the request for proposal with the <u>name</u> and <u>address</u> of the offeror, the reference and proposal number on the face of the envelope.
- 3B. The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening of the proposals as set out in the request for proposal unless specifically excepted to in your offer.
- 3C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified, at no expense to the County. Unless otherwise specified, samples will be returned at the offeror's request and expense if items are not destroyed by testing.
- 3D. Fayette County shall not be responsible for the premature opening of a proposal not properly addressed and identified by proposal number and reference and/or delivered to an improper destination.
- 3E. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

4. Evaluation of Offers

The evaluation of offers and the determination as to acceptability of products or services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, references or other information prior to award.

5. Non-Collusion

Offeror declares that the offer is not made in connection with any other offeror submitting an offer for the same services, and that the offer is bona fide and is in all respects fair and without collusion or fraud.

6. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next lowest satisfactory offeror, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the County for cost to the County in excess of the defaulted contract prices provided, however, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

7. Patent Indemnity

The Contractor guarantees to save the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Contractor is not the patentee, assignee or licensee.

- 8. None of the various County agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 9. The County reserves the right to increase or decrease quantities shown without penalty.

10. Ability To Perform

The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, then the offer of such offeror may be rejected.

11. Rejection of Offers

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of the offer.

- 12. All of the specifications and information contained in this request for proposal, unless specifically excepted to in writing and included with the offer, will form the basis of the contract between the successful offeror (the Contractor) and the purchaser. Caution should be taken by the offeror that all questions are answered in the spaces provided and all requested information is submitted.
- Assignment of any contract resulting from this request for proposal will not be authorized.
- 14. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.
- 15. The proposal opening is open to the public. After the process is completed and an award has been made, information may be obtained in the Purchasing Department at .25 per <u>page</u>. Prices and other information will not be given out over the phone. If you would like the information mailed to you, the proper amount of postage along with the total price for copying the information shall be received in Purchasing in advance. Make checks payable to the Fayette County Board of Commissioners.
- 16. If your Company has not previously applied to get on the Fayette County Bidders List, to insure your company is not omitted from participation in future bidding, it is important that you contact The Purchasing Department at 770-460-5730 Ext.5420 immediately to find out how to be placed on the Bidders List. Participation in this request for proposal does not automatically place a Company on the Master Bidders List.

ADDITIONAL INFORMATION AND INSTRUCTIONS

- 1. Bidders are urged to visit the site to familiarize themselves with site conditions. If a bid is submitted it is understood that the bidder is acknowledging his acceptance of all site conditions.
- 2. The successful bidder shall be required to warranty his work for a period of at least one year after final acceptance by Fayette County of the work performed by the successful bidder.
- 3. Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
- 4. The bid made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated, and the address of the principal place of business must be shown.
- 5. If the work described in this invitation for bids is for roadway improvements and the proposed price is \$5,000.00 or greater or if the proposed price for any other type work is \$20,000.00 or greater, then a contract performance bond and a payment bond, each equal to 100% of the contract price with surety company satisfactory to the County, must be provided by the successful bidder by a surety company qualified to do business in Georgia. Bond given shall meet the requirements of Georgia Code Section 36-82-100 to 105. The bond shall be submitted in the name of the Fayette County Board of Commissioners prior to the work being commenced.
- 6. Include with your bid a list of three (3) jobs that your company has done that is of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, phone number and the date job was completed.
- 7. Successful bidder must be insured.
- 8. The successful bidder will be responsible for obtaining all permits for construction.
- 9. Contractor will be responsible for removal and proper disposal of all debris from site.

PLEASE FILL OUT AND RETURN WITH YOUR BID THE LAST PAGE OF THIS INVITATION FOR BID. IT IS CALLED THE INFORMATION PAGE.

INSURANCE REQUIREMENTS

The successful contractor shall, without expense to the County, carry the following to be in effect throughout the term of the contract:

- 1. Third party property damage insurance in such amounts as are deemed adequate by the County and Board of Commissioners against all losses, cost, damages, claims, expenses, or liability whatsoever because of accidental injury or damage to person or property occurring in the course of or as a result of performing the duties of this contract, and any and all matters incidental thereto. A minimum amount of coverage in the amount of \$500,000.00 is required; although, additional coverage may be required depending on the nature of the work to be performed. The successful contractor shall also carry adequate Workman's Compensation Insurance covering all employees engaged in performing the duties and responsibilities of this contract.
- 2. Public Liability and Property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions as specified in this request for proposal fully insuring the successful contractor for liability for injury to or death of county employees and third parties, extended to include personal injury liability coverage, and damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00 with an umbrella policy in the amount of one million dollars, \$1,000,000.00.
- 3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

A copy of the certificate of insurance for the aforementioned shall be submitted with your proposal. A request will be sent to the agent or the insurance company of the successful contractor to notify Fayette County 30 days prior to cancellation of or upon any material change in coverage of the aforementioned insurance coverage prior to the work being completed. No award will be made until proof of the insurance coverage is submitted.

FAILURE TO PERFORM

It is important to note that if a company is awarded all or part of this invitation for bid, Fayette County expects the successful company to totally fulfill the contract and perform all duties there under satisfactorily, for the duration of the contract. Failure to so perform will result in said company being removed from the Fayette County Bidders List for that commodity.

WITHDRAWAL OF BIDS

Withdrawal of all or part of a bid submitted to the Fayette County Purchasing Department must be done <u>prior</u> to the bid opening. Bids may only be withdrawn after the bid opening with the permission of the Fayette County Director of Purchasing.

BIDDER RESPONSIBILITY

Please note that it is the responsibility of each bidder to <u>completely</u> read all of the specifications and requirements in this invitation for bids. After doing so, if you have questions, the questions shall be submitted in writing to the Fayette County Purchasing Department at least three (3) days or sooner <u>before</u> the bid opening. The successful bidder shall meet and be responsible for <u>all</u> of the specifications and requirements contained in this invitation for bids.

SPECIFICATIONS

CULVERT REPAIR ON MILAM ROAD AT WHITEWATER CREEK

This request for proposal is for repair of an approximately three (3) foot deep hole penetrating fifteen (15) feet under the middle barrel of the above three (3) barrel bridge culvert as defined in the enclosed GADOT culvert inspection report.

The proposal shall include:

- 1. Methods and Materials to affect repairs to the culvert bottom void and scour problem defined above.
 - A) Method(s) and materials to repair crack in the right wing wall per the GADOT letter enclosed. Also, to seal any other cracks, exposed rebar, etc., as needed.
 - B) Remove all vegetation (i.e. trees, limbs, shrubs in wing wall back fill areas, shoulders, entire work zone area.)
 - C) Time frame and schedule of work showing length of time for work completion.
- 2. Traffic control methods used including signage markings, flaggers, etc. The roadway shall remain with one lane open during construction repair activities, at all times. All traffic control shall conform to MUTCD standards.
- 3. No work shall be scheduled on Saturdays after 4:00 p.m. or on Sunday's at anytime.
- 4. Proposal shall also include guardrail installation, with appropriate anchors on all four (4) corners (minimum length necessary), with w-beam across shoulders on both sides of the roadway. (Anchoring with plate attachments to the culvert top slab may be necessary.)
- 5. The total cost to perform the repairs, guardrail installation, traffic control, clean-up etc.

SEE THE ENCLOSED LOCATION MAP.
A SITE VISIT IS RECOMMENDED PRIOR TO PROPOSAL SUBMITTAL.

EVALUATION CRITERIA

- 1. Explanation of methodology for repairs.
- 2. Experience of the contracting company in culvert repairs of this type.
- 3. The credentials and experience of the team, i.e. project engineer, site foreman, etc., that would be assigned to this job.
- 4. Price.
- 5. Job completion time.

Without a clearly explained detailed, functional methodology that is included in your proposal, the proposal will not receive further consideration.

A presentation may also be required.

LOCALLY OWNED BRIDGE INSPECTIONS:

STRUCTURE ID 113-5001-0 / LOCATION ID 113-00039X-001.02E CR 39, Hood Road over Ginger Cake Creek

This bridge culvert is in fair condition. Cracks in the walls of barrel #1 at the outlet wingwall and in barrel #2 at the inlet wingwall should be sealed. Up to 1 foot of scour at the outlet end should be monitored for signs of further degradation.

STRUCTURE ID 113-5002-0 / LOCATION ID 113-00047X-001.38W CR 47, Eastin Road over Whitewater Creek

This bridge structure is in fair condition with no serious structural problems. However, the pile encasements at pile #1 at bent #2 and pile #4 at bent #3 have undermined and should be extended to a point 2 feet below the mudline. The deck joints have failed and should be cleaned and sealed; spalls along the joints should be repaired.

STRUCTURE ID 113-5003-0 / LOCATION ID 113-00051X-001.13N CR 51, Lee's Mill Road over Whitewater Creek

This bridge culvert is in good condition with channel bed scour at both ends of the structure. Up to 2.2 feet of scour should be repaired before serious damage can occur to the structure. Extensive vegetation around both ends of the structure should be cut and removed to allow access for inspection and maintenance.

STRUCTURE ID 113-5043-0 / LOCATION ID 113-00057X-000.41W CR 57, Buckeye Road over Tar Creek

This bridge culvert is in good condition. The joint between the barrels and the apron has failed, allowing water to flow under the apron. This joint should be sealed and the 2 feet of scour that is undermining the apron should be repaired to prevent structural damage.

STRUCTURE ID 113-5004-0 / LOCATION ID 113-00059X-003.17W CR 59, Milam Road over Whitewater Creek

This bridge culvert is in fair condition with up to 5.0 feet of channel bed scour at the inlet end of the structure. This scour should be repaired before serious damage can occur to the structure.

DRIDGE INVENTURY DATA LISTING GEORGIA DEPARTMENT OF TRANSPORTATION ructure ID: 113-5004-0

Fayette

91.51

SUFF. RATING

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Department of Transportation

HAROLD E. LINNENKOHL COMMISSIONER (404) 656-5206

DAVID E. STUDSTILL, JR., CHIEF ENGINEER (404) 658-5277 State of Georgia #2 Capital Square, S.W. Atlanta, Georgia 30334-1002 January 22, 2007 BUDDY GF ATTON, P.E. DEPUTY CC: VIMISSIONER (404) § 53-5212

> EARL L. MAHFUZ TREA. IJRER (404) E 53-5224

Honorable Jack Smith, Chairman Fayette County Board of Commissioners 140 Stonewall Avenue West Fayetteville, GA 30214-2198

SUBJECT: Notification of Underwater Inspection Structure ID 113-5004-0 / Location ID 113-00059X-003.17W Milam Road (CR 59) over Whitewater Creek

Dear Chairman Smith,

The Bridge Inspection Diving Team recently conducted an underwater inspection of the culvert at Milam Road over Whitewater Creek. Mr. Lee Hearn of your county was advised on January 22, 2007 by Andy Doyle, Regional Bridge Inspection Engineer, that the above referenced bridge st ucture was found to have serious deficiencies and is in need of immediate repair. Should the deficiencies continue, further corrective action may be required up to and including closing the structure. The culvert was found to have extensive channel bed scour. There is up to 5 feet of scour at the inlet end with a 3 feet void. This void was found to have 15 feet of penetration at the time of the inspection. The vided areas under the structure should be filled with a concrete underseal. After the voids are filled, the scour holes should be filled with "large" rip rap. The divers also noted a ½" crack in the right wingwall in the inlet side. This crack is most likely caused by the void, and could be sealed at the same time. If these repairs are made, the structure can remain in service and function as it was originally designed.

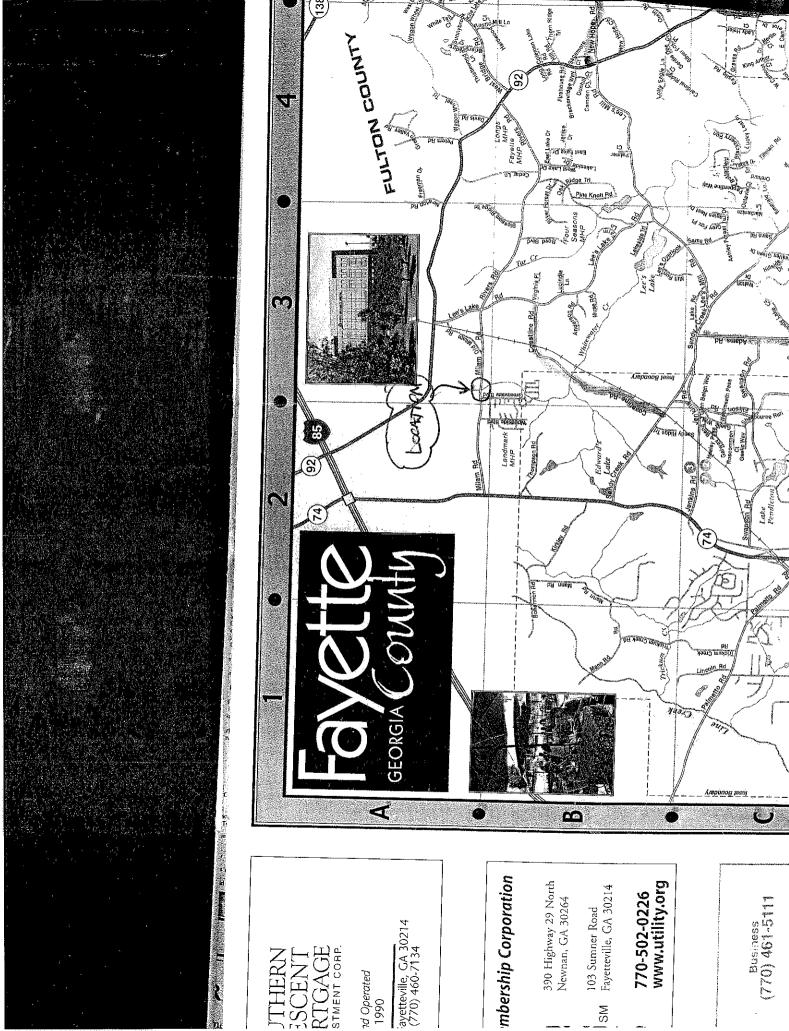
If you have any questions concerning the above information, please contact Andy Doyle of t is office at (404) - 635 - 8193.

Sincerely,

David Chim,

State Maintenance Engineer

DCC/JAD



ayetteville, GA 30214 (770) 460-7134

nd Operated 1990

RTGAGE STMENT CORP.

(770) A61-511

EXCEPTIONS TO SPECIFICATIONS

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Company Name:			

PRICING SHEET

Description	Total Proposed Price
Culvert Repair on Milam Road at Whitewater Creek	\$
NOTE: <u>All</u> applicable charges shall be included in y materials, equipment, labor, signage mar	
State Length and Nature of Warranty	
State Time Needed To Complete The Work After Notification	
State Payment Terms	
State Length of Time After Proposal Opening Proposed Pr	Dave
Company Name	

INFORMATION SHEET

Company	
Authorized Representative	(Print or Type)
Authorized Representative	(Signature)
Title	
Fax Number ()	
Date	

If you do not submit a bid, indicate in writing your reason(s) why and return that information to the Purchasing Department. Failure to do so may cause your company's name to be removed from the bidders list.